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10 DELEK US HOLDINGS, INC., ALON WEST COAST, LLC and PARAMOUNT  
PETROLEUM CORPORATION

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 MOHSEN AHMADI,

14 Plaintiff,

15 vs.

16  
17 DELEK US HOLDINGS, INC; ALON  
WEST COAST, LLC; PARAMOUNT  
18 PETROLEUM CORPROATION; and  
DOES 1 through 100,  
19 Defendants.

Case No. 2:18-cv-08957-GW-SS

**STIPULATED PROTECTIVE ORDER**

20  
21 **1. PURPOSES AND LIMITATIONS**

22 Disclosure and discovery activity in this action are likely to involve production  
23 of confidential, proprietary, or private information for which special protection from  
24 public disclosure and from use for any purpose other than prosecuting this litigation  
25 may be warranted. Accordingly, the parties hereby stipulate to and petition the court  
26 to enter the following Stipulated Protective Order. The parties acknowledge that this  
27 Order does not confer blanket protections on all disclosures or responses to discovery  
28 and that the protection it affords from public disclosure and use extends only to the

1 limited information or items that are entitled to confidential treatment under the  
2 applicable legal principles. The parties further acknowledge, as set forth in Section  
3 12.3 below, that this Stipulated Protective Order does not entitle them to file  
4 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
5 that must be followed and the standards that will be applied when a party seeks  
6 permission from the court to file material under seal.

7       This action is likely to involve corporate documents relating to the purchase  
8 and/or sale of various corporate assets and stocks, including purchase and sale  
9 agreements, buyer and seller disclosures, and other valuable, commercial, financial,  
10 technical, and/or proprietary information for which special protection from public  
11 disclosure and from use for any purpose other than prosecution of this action is  
12 warranted. Such confidential and proprietary materials and information consist of,  
13 among other things, confidential business or financial information, information  
14 regarding confidential business practices, or other confidential, development, or  
15 commercial information (including information implicating privacy rights of third  
16 parties), information otherwise generally unavailable to the public, or which may be  
17 privileged or otherwise protected from disclosure under state or federal statutes, court  
18 rules, case decisions, or common law.

19       Accordingly, to expedite the flow of information, to facilitate the prompt  
20 resolution of disputes over confidentiality of discovery materials, to adequately  
21 protect information the parties are entitled to keep confidential, to ensure that the  
22 parties are permitted reasonable necessary uses of such material in preparation for and  
23 in the conduct of trial, to address their handling at the end of the litigation, and serve  
24 the ends of justice, there is good cause for a protective order for such information. It  
25 is the intent of the parties that information will not be designated as confidential for  
26 tactical reasons and that nothing be so designated without a good faith belief that it  
27 has been maintained in a confidential, non-public manner, and there is good cause  
28 why it should not be part of the public record of this case.

1     2.     DEFINITIONS

2             2.1   Party: any party to this action, including all of its officers, directors,  
3 employees, consultants, retained experts, and Outside Counsel of Record and their  
4 support staff.

5             2.2   Non-Party: any natural person, partnership, corporation, association, or  
6 other legal entity not named as a Party to this action.

7             2.3   Outside Counsel of Record: attorneys who are not employees of a party  
8 to this action but are retained to represent or advise a party to this action and have  
9 appeared in this action on behalf of that party or are affiliated with a law firm which  
10 has appeared on behalf of a party.

11            2.4   In-House Counsel: attorneys who are employees of a party to this action.  
12 In-House Counsel does not include Outside Counsel of Record or any other kind of  
13 counsel.

14            2.5   Counsel (without qualifier): Outside Counsel of Record and In-House  
15 Counsel (as well as their support staff).

16            2.6   Disclosure or Discovery Material: all items or information, regardless of  
17 the medium or manner in which they are generated, stored, or maintained (including,  
18 among other things, testimony, transcripts, and tangible things), that are produced or  
19 generated in disclosures or responses to discovery in this matter.

20            2.7   “CONFIDENTIAL” Information or Items: information (regardless of  
21 how it is generated, stored, or maintained) or tangible things that qualify for protection  
22 under Federal Rule of Civil Procedure 26(c), including confidential, proprietary,  
23 commercial information pertaining to the operation of Defendant’s business.

24            2.8   Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26            2.9   Producing Party: a Party or Non-Party that produces Disclosures or  
27 Discovery Material in this action.

28            2.10 Receiving Party: a Party that receives Disclosure of Discovery Material

1 from a Producing Party.

2 2.11 Designating Party: a Party or Non-Party that designates information or  
3 items that it produces in response to discovery as “CONFIDENTIAL.”

4 2.12 Challenging Party: a Party or Non-Party that challenges the designation  
5 of information or items as “CONFIDENTIAL” under this Order.

6 2.13 Expert: a person with specialized knowledge or experience in a manner  
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
8 an expert witness or as a consultant in this action.

9 2.14 Professional Vendors: persons or entities that provide litigation support  
10 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
11 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
12 and their employees and subcontractors.

13 3. SCOPE

14 The protections conferred by this Stipulation and Protective Order cover not  
15 only Protected Material (as defined above), but also (1) any information copied or  
16 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
17 compilations of Protected Material; and (3) any testimony, conversations, or  
18 presentations by Parties or their Counsel that might reveal Protected Material.  
19 However, the protections conferred by this Stipulation and Order do not cover the  
20 following information: (a) any information that is in the public domain at the time of  
21 disclosure to a Receiving Party or that becomes part of the public domain after its  
22 disclosure to a Receiving Party as a result of publication not involving a violation of  
23 this Order, including becoming part of the public record through trial or otherwise;  
24 and (b) any information known to the Receiving Party prior to the disclosure or  
25 obtained by the Receiving Party after the disclosure from a source who obtained the  
26 information lawfully and under no obligation to confidentiality to the Designating  
27 Party. Any use of Protected Material at trial shall be governed by a separate  
28 agreement or order.

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2 4. DURATION

3 Even after final disposition of this litigation, the confidentiality obligations  
4 imposed by this Order shall remain in effect until a Designating Party agrees  
5 otherwise in writing or a court order otherwise directs. Final disposition shall be  
6 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
7 or without prejudice; and (2) final judgment herein after the completion and  
8 exhaustion or all appeals, rehearings, remands, trials, or reviews of this action,  
9 including the time limits for filing any motions or applications for extension of time  
10 pursuant to applicable law.

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or Non-Party that designates information or items for protection under this  
14 Order must take care to limit any such designation to specific material that qualifies  
15 under the appropriate standards. The Designating Party must designate for protection  
16 only those parts of materials, documents, items, or oral or written communications  
17 that qualify, so that other portions of the materials, documents, items, or  
18 communications for which protection is not warranted are not swept unjustifiably  
19 within the ambit of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations  
21 that are shown to be clearly unjustified or that have been made for an improper  
22 purpose (e.g., to unnecessarily encumber or retard the case development process or to  
23 impose unnecessary expenses and burdens on other parties) expose the Designating  
24 Party to sanctions.

25 If it comes to a Designating Party's attention that information or items that it  
26 designated for protection do not qualify for protection, that Designating Party must  
27 promptly notify all other Parties that it is withdrawing the mistaken designation.  
28

1           5.2    Manner and Timing of Designations. Except as otherwise provided in this  
2 Order (see, e.g., second paragraph of section 5.2(a) below), or otherwise stipulated or  
3 ordered, Disclosure or Discovery Material that qualifies for protection under this  
4 Order must be clearly so designated before the material is disclosed or produced.

5           Designation in conformity with this Order requires:

6               (a) for information in documentary form (e.g., paper or electronic  
7 documents, but excluding transcripts of depositions or other pretrial proceedings),  
8 that the Producing Party affix the legend “CONFIDENTIAL” to each page that  
9 contains protected material.

10           A Party or Non-Party that makes original documents or materials available for  
11 inspection need not designate them for protection until after the inspecting Party has  
12 indicated which material it would like copied and produced. During the inspection  
13 and before the designation, all materials made available for inspection shall be  
14 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
15 it wants copied and produced, the Producing Party must determine which documents,  
16 or portions thereof, qualify for protection under this Order. Then, before producing  
17 the specified documents, the Producing Party must affix the “CONFIDENTIAL”  
18 legend to each page that contains Protected Material.

19               (b) for testimony given in deposition or in other pretrial or trial  
20 proceedings, that the Designating Party identify on the Record, before the close of the  
21 deposition, hearing, or other proceeding, all protected testimony.

22               (c) for information produced in some form other than documentary and  
23 for other tangible items, that the Producing Party affix in a prominent place on the  
24 exterior of the container or containers in which the information or item is stored the  
25 legend “CONFIDENTIAL.” If only a portion or portions of the information or item  
26 warrant protection, the Producing Party shall identify the Protected Portion(s) to the  
27 extent practical.  
28

1           5.3   Inadvertent Failures to Designate. If timely corrected, an inadvertent  
2 failure to designate qualified information or items does not, standing alone, waive the  
3 Designating Party's right to secure protection under this Order for such material.  
4 Upon timely correction of the designation, the Receiving Party must make reasonable  
5 efforts to assure that the material is treated in accordance with the provisions of this  
6 Order.

7   6.   CHALLENGING CONFIDENTIALITY DESIGNATIONS

8           6.1   Timing of Challenges. Any Party or Non-Party may challenge a  
9 designation of confidentiality at any time. Unless a prompt challenge to a Designating  
10 Party's confidentiality designation is necessary to avoid foreseeable, substantial  
11 unfairness, unnecessary economic burdens, or a significant disruption or delay of the  
12 litigation, a Party does not waive its right to challenge a confidentiality designation  
13 by electing not to mount a challenge promptly after the original designation is  
14 disclosed.

15          6.2   Meet and Confer. The Challenging Party shall initiate the dispute  
16 resolution process under Local Rule 37-1.

17          6.3   Judicial Intervention. Any challenge submitted to the Court shall be via  
18 a joint stipulation pursuant to Local Rule 37-2.

19          The burden of persuasion in any such challenge proceeding shall be on the  
20 Designating Party. Frivolous challenges, and those made for improper purpose (e.g.,  
21 to harass or impose unnecessary expenses and burdens on other parties) may expose  
22 the Challenging Party to sanctions. Unless the Designating Party has waived or  
23 withdrawn the confidentiality designation, all parties shall continue to afford the  
24 materials in question the level of protection to which it is entitled under the Producing  
25 Party's designation until the court rules on the challenge.

26   7.   ACCESS TO AND USE OF PROTECTED MATERIAL

27          7.1   Basic Principles. A Receiving Party may use Protected Material that is  
28 disclosed or produced by another Party or by a Non-Party in connection with this case

1 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
2 Material may be disclosed only to the categories of persons and under the conditions

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4 described in this Order. When the litigation has been terminated, a Receiving Party  
5 must comply with the provisions of section 13 below.

6 Protected Material must be stored and maintained by a Receiving Party at a  
7 location and in a secure manner that ensures that access is limited to the persons  
8 authorized under this Order.

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
10 otherwise ordered by the court or permitted in writing by the Designating Party, a  
11 Receiving Party may disclose any information or item designated  
12 “CONFIDENTIAL” only to:

13 (a) a Party or Receiving Party’s Outside Counsel of Record to this action,  
14 as well as employees of said Outside Counsel of Record to whom it is reasonably  
15 necessary to disclose the information for this litigation and who have signed the  
16 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

17 (b) the officers, directors, and employees (including In-House Counsel)  
18 of the Receiving Party to whom disclosure is reasonably necessary for this litigation  
19 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
20 A);

21 (c) Experts (as defined in this Order) of the Receiving Party to whom  
22 disclosure is reasonably necessary for this litigation and who have signed the  
23 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff, professional jury or trial consultants,  
26 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary  
27 for this litigation and who have signed the “Acknowledgment and Agreement to Be  
28 Bound” (Exhibit A);



1 (f) during their depositions, witnesses in this action to whom disclosure  
2 is reasonably necessary and who have signed the “Acknowledgment and Agreement  
3 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or  
4 ordered by the court. Pages of transcribed deposition testimony or exhibits to  
5 depositions that reveal Protected Material must be separately bound by the court  
6 reporter and may not be disclosed to anyone except as permitted under this Stipulated  
7 Protective Order;

8 (g) the author or recipient of a document containing the information or a  
9 custodian or other person who otherwise possessed or knew the information; and

10 (h) any mediator or settlement officer, and their supporting personnel,  
11 mutually agreed upon by any of the parties engaged in settlement discussions.

12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
13 OTHER LITIGATION

14 If a Party is served with a subpoena or a court order issued in other litigation  
15 that compels disclosure of any information or items designated in this action as  
16 “CONFIDENTIAL,” that Party must:

17 (a) promptly notify in writing the Designating Party. Such notification  
18 shall include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena or order  
20 to issue in the other litigation that some or all of the material covered by the subpoena  
21 or order is subject to this Protective Order. Such notification shall include a copy of  
22 this Stipulated Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be  
24 pursued by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with  
26 the subpoena or court order shall not produce any information designated in this  
27 action as “CONFIDENTIAL” before a determination by the court from which the  
28 subpoena or order issued, unless the Party has obtained the Designating Party’s

1 express, written permission. The Designating Party shall bear the burden and expense  
2 of seeking protection in that court of its confidential material – and nothing in these  
3 provisions should be construed as authorizing or encouraging a Receiving Party in  
4 this action to disobey a lawful directive from another court.

5 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
6 IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced by a  
8 Non-Party in this action and previously designated as “CONFIDENTIAL” by a  
9 Designating Party. Such information produced by Non-Parties in connection with this  
10 litigation is protected by the remedies and relief provided by this Order. Nothing in  
11 these provisions should be construed as prohibiting a Non-Party from seeking  
12 additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to  
14 produce a Non-Party’s confidential information in its possession, and the Party is  
15 subject to an agreement with the Non-Party not to produce the Non-Party’s  
16 confidential information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-  
18 Party that some or all of the information requested is subject to a confidentiality  
19 agreement with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated  
21 Protective Order in this litigation, the relevant discovery request(s), and a reasonably  
22 specific description of the information requested; and

23 (3) make the information requested available for inspection by the  
24 Non-Party.

25 (c) If the Non-Party fails to object or seek a protective order from this  
26 court within 10 days of receiving the notice and accompanying information, the  
27 Receiving Party may produce the Non-Party’s confidential information responsive to  
28 the discovery request. If the Non-Party timely seeks a protective order, the Receiving

1 Party shall not produce any information in its possession or control that is subject to

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4 ///

5 the confidentiality agreement with the Non-Party before a determination by the  
6 court<sup>1</sup>.

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
9 Protected Material to any person or in any circumstance not authorized under this  
10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
11 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
12 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
13 persons to whom unauthorized disclosures were made of all the terms of this Order,  
14 and (d) request such person or persons to execute the “Acknowledgment and  
15 Agreement to Be Bound” that is attached hereto as Exhibit A.

16 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
17 PROTECTED MATERIAL

18 When a Producing Party gives notice to Receiving Parties that certain  
19 inadvertently produced material is subject to a claim of privilege or other protection,  
20 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
21 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
22 may be established in an e-discovery order that provides for production without prior  
23 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
24 parties reach an agreement on the effect of disclosure of a communication or  
25 information covered by the attorney-client privilege or work product protection, the

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26  
27 <sup>1</sup> The purpose of this provision is to alert the interested parties to the existence of  
28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to  
protect its confidentiality interests in this court.

1 parties may incorporate their agreement in the stipulated protective order submitted  
2 to the court.

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## 6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
8 person to seek its modification by the court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
10 Protective Order, no Party waives any right it otherwise would have to object to  
11 disclosing or producing any information or item on any ground not addressed in this  
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
13 ground the use in evidence of any of the material covered by this Protective Order.

14 12.3 Filing Protected Material. If a Receiving Party wishes to file Protected  
15 Material with the Court, the Receiving Party must give any Designating Party two  
16 calendar days' notice of intent to file. If the Designating Party objects, the  
17 Designating Party shall notify the Receiving Party and file an application to file  
18 documents under seal within two (2) court days. An application to file documents  
19 under seal must meet the requirements of Local Rule 79-5. If the Court grants an  
20 application to file documents under seal, the Court's mandatory chambers copies must  
21 include a complete version of the documents with an appropriate notation identifying  
22 the document or the portion of the document that has been filed under seal. If a  
23 Designating Party fails to timely file an application to file the Protected Material  
24 under seal or the request to file Protected Material under seal is denied by the court,  
25 then the Receiving Party may file the information in the public record unless  
26 otherwise instructed by the court.

## 27 13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in Section 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries, or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4.

IT IS SO ORDERED.

Dated: March 4, 2019

/s/ Suzanne H. Segal

Suzanne H. Segal  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
5 have read in its entirety and understand the Stipulated Protective Order that was issued  
6 by the United States Court for the Central District of California on [date] in the case  
7 of *Mohsen Ahmadi v. Delek US Holdings, Inc., et al.*, Case No. 2:18-cv-08957-GW-  
8 SS. I agree to comply with and to be bound by all the terms of this Stipulated  
9 Protective Order and I understand and acknowledge that failure to so comply could  
10 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
11 that I will not disclose in any manner any information or item that is subject to this  
12 Stipulated Protective Order to any person or entity except in strict compliance with  
13 the provision of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action.

18 I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
19 \_\_\_\_\_ [print or type full address and telephone number] as my  
20 California agent for service of process in connection with this action or any  
21 proceedings related to enforcement of this Stipulated Protective Order.

22  
23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_  
27  
28